

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Chief John George/693-8320

SUBJECT: Resolution

AFFECTED DISTRICT: 1

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN ORANGE BLOSSOM MOBILE HOME PARK AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.

REPORT IN BRIEF: Orange Blossom Mobile Home Park would like to enter into an agreement with the Town of Davie Police department, wherein the owner/association specifically grants the Town power and authority to enforce traffic control on the property of the owner/association, which is required by law to enable enforcement of traffic laws on private roadways and streets within this community.

PREVIOUS ACTIONS: N/A

CONCURRENCES: N/A

FISCAL IMPACT:

Has request been budgeted: N/A

If yes, expected cost: \$

Account Name:

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments:

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution
Agreement for Traffic Control (owner/association signed)
Authority to Enter Premises Agreement
Document Prepared by Dee Vincente

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN ORANGE BLOSSOM MOBILE HOME PARK AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.

WHEREAS, Orange Blossom Mobile Home Park and the Davie Police Department would like to enter into an "Agreement for Traffic Control"; and

WHEREAS, Orange Blossom Mobile Home Park has the authority to sign said agreement, and has done so; and

WHEREAS, the Davie Police Department requests the Mayor add his signature to said Agreement;

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Mayor to execute the "Agreement for Traffic Control," attached hereto as Exhibit A.

SECTION 1. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ day of _____, 2003

MAYOR/COUNCIL MEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____ 2003

AGREEMENT FOR TRAFFIC CONTROL

The Town of Davie, Florida, a municipal corporation of the State of Florida, (hereinafter referred to as the "Town"), and ORANGE GLOSSOM M.H.P. (hereinafter referred to as "Owner"), agree on this 29 day of January 2003, to enter into the following Traffic Jurisdiction Agreement.

WHEREAS, Owner currently holds legal title to that parcel of real property which is the subject of this Agreement, as more particularly described on Exhibit "A" attached hereto (the "Property" or "Common Areas"); and

WHEREAS, the Town, its duly appointed officers, employees and agents, recognizes that it has full power and jurisdiction to enforce all laws of the nation, state, county and city, duly enacted, excluding those traffic control and enforcement of same on the private property of Owner; and

WHEREAS, Owner wishes to specifically grant the Town the power and authority to enforce traffic control on the Property and to grant an easement for ingress and egress for said purpose; and

WHEREAS, pursuant to Florida Statutes § 316.006(2)(B), Owner wishes to have the Town exercise jurisdiction for traffic regulation over a private or limited access road or roads (the "Roads"), owned or maintained by Owner upon the property.

W I T N E S S E T T H

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The Owner agrees that the Town shall have jurisdiction to enforce state, county and city traffic regulations over any Roads within the private property.
3. the town hereby agrees to exercise jurisdiction for traffic control purposes over any Roads within the private property.
4. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.
5. The Owner, in further consideration for the above stated commitments of the Town, does hereby declare, establish, provide, give and grant to the Town, its successors, administrators and assigns, a non-exclusive easement for ingress and egress over the private property for the purpose of providing traffic control.

6. The Owner agrees to indemnify and hold the Town of Davie, its officers and elected officials, its employees, assigns and agents, the Town of Davie Police Department, its employees, agents and assigns, and the Police Chief, his heirs and assigns, harmless from and against any all claims or causes of action resulting from personal injury or damage to property caused by or arising from any lawful action(s) effectuated by members of the Town of Davie authorized by this Agreement. Nothing in this Agreement shall be construed to effect in any way the Town's rights, privileges and immunities as set forth in Florida Statute § 768.28.
7. The Owner agrees to reimburse the Town of Davie for any actual costs of traffic control and enforcement necessitated by this Agreement over and above the normal costs of traffic control and enforcement typically incurred by the Town of Davie in exercising such control over all streets and highways located within its boundaries, such as additional costs related to signage conforming with state law.
8. Any notices required under this Agreement shall be deemed to have been duly given on the date said notice was mailed by United States Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the Town of the Owner, as the case may be, at the address set below for each such party, or to such other address as any party may, from time to time, specify by written notice to all other parties.
9. No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.
10. the Owner expressly understands and agrees that nothing contained herein is intended or should be construed as creating or establishing a duty or obligation of the Town to provide traffic jurisdiction to the private property. The Town's presence on, or use of the premises, does not in any way create or establish in favor of Owner a level of prevention or the enforcement of traffic laws greater than the Town owes to the general public.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals for the purposes herein expressed on the day and year first above written.

WITNESSES:

Signature

Print Name

Signature

Print Name

THE TOWN OF DAVIE, FLORIDA

BY: _____

TITLE: _____

ADDRESS: _____

ATTESTED BY:

TOWN ATTORNEY

Approved as to form and legality for the use
and reliance of the Town of Davie, Florida, only

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____
200 __, by _____, of the Town of Davie, Florida, a
municipal corporation of the State of Florida, who is _____ personally known to me, or who has
produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC, State of Florida

Type, Stamp, Print Name

MY COMMISSION EXPIRES:

WITNESSES:

Janet Gale
Signature
JANET GALE
Print Name
N.B. Valdez
Signature
N.B. Valdez
Print Name

OWNER: Davis & Bellinger

BY: Dorothy Esciso - manage
authorized agent for landlord

ADDRESS: 6651 SW 45th St

DAVIE, FL. 33314

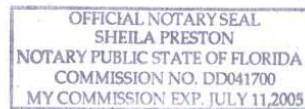
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 31st day of January
2003, by Dorothy L. Esciso, of _____
who is _____ personally known to me, or who has produced FL DL E52D-192-46-830-0 as
identification, and who did/did not take an oath.

Sheila Preston
NOTARY PUBLIC, State of Florida

Sheila Preston
Type, Stamp, Print Name

MY COMMISSION EXPIRES:



DAVIE POLICE DEPARTMENT

1230 South Nob Hill Road

Davie, FL 33324

(954) 693-8200

FAX (954) 693-8399 (Road Patrol)

AUTHORITY TO ENTER PREMISES AGREEMENT

ORANGE GLOSSOM MHP, a Florida Corporation,
(Name of Corporation)

located at 6651 SW 45TH STREET DAVIE, FL Florida, hereby
33314

authorizes the Town of Davie Police to enter the below described property, located in the Town of Davie, Broward County, Florida, without limitations or restrictions and at their discretion to enforce municipal traffic laws, criminal state statutes and municipal ordinances and perform any and all police-related activity.

LEGAL DESCRIPTION OF PROPERTY

(See example - "Exhibit A" attached)

SEE ATTACHED
Description

ORANGE GLOSSOM MHP expressly understands and
(Name of Corporation)

agrees that since the above-described property is privately owned, the Town of Davie Police Department may choose not to conduct routine patrol upon said

property nor accepts the obligation to conduct routine police-related activities on said property.

The Town of Davie Police may arrest, at its discretion, those person(s) believed to be trespassing or committing other criminal violations on said property. Upon an arrest for a criminal violation, ORANGE Blossom agrees to assist in the criminal prosecution of said offender.

ORANGE Blossom hereby agrees to communicate the terms and conditions of this agreement to any and all parties present on the above-described property by reason of lease, rental, assignment, contract, invitation, employments, etc.

ORANGE Blossom further agrees to notify the Town of Davie through the Chief of Police for the Town of Davie Police Department ninety (90) days prior to the sale, transfer or assignment of the property or any portion thereof. This notification must be accomplished through United States Mail, certified, return receipt requested.

ORANGE Blossom agrees to indemnify and hold the Town of Davie, its employees, assigns and agents, the Town of Davie Police Department, its officers, employees, agents and assigns, and Police Chief John A. George, his heirs and assigns, harmless from and against any and all claims or causes of action resulting from personal injury or loss to property caused by or arising from an arrest(s) or other lawful action(s) effectuated by members of the Town of Davie Police Department.

Nothing in this agreement shall be construed to effect in any way the Town's rights, privileges and immunities as set forth in Florida Statutes 768.28.

ORANGE Blossom expressly understands and agrees that nothing contained herein is intended or should be construed in any way as creating or establishing the duty or obligation of the Town of Davie to provide security or protection to the above-described property. ORANGE Blossom further understands and agrees that nothing contained herein is intended or should be construed in any way to obligate the Town of Davie Police Department to perform routine patrol or other police-related functions on or about the above-described property.

The Town of Davie's presence on, or use of the premises, does not in any way create or establish in favor of ORANGE Blossom a level of prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the State greater than the Town of Davie owes to the general public.

Either party to this agreement may terminate this agreement at will providing that sixty (60) days written notice establishing such intent is served upon the other party by certified mail, return receipt requested.

STATE OF FLORIDA
COUNTY OF BROWARD

Dorothy Enciso

The foregoing instrument was acknowledged before me this 29 day of Jan. 2003, by Dorothy L. ENCISO of _____ who is personally known to me, or who has produced Drivers License as identification, and who did/did not take an oath. E522-192-1de-836

Ann Romano
NOTARY PUBLIC, State of Florida
Ann Romano
Type, Stamp, Print Name

MY COMMISSION EXPIRES:





William
Arkham
PROPERTY APPRAISER



To: Dorothy
Legal for Orange
Blossom

From: Irene 954-797-1115

1001P 65.160.74.123

View Map **Please Note:** Assessed values shown are **NOT** certified values and are subject to change before final certification for ad valorem tax purposes.
[Search Again?](#)

[Prev Record](#) [Next Record](#)

Site Address	Property ID#
	504127010510
Legal Description	Millage Code
EVERGLADE LAND SALES CO SUB 2-34 D 27-50-41TR 45	2443
Property Owner	Use Code
ORANGE BLOSSOM MOBILE PARK LLC	02
Mailing Address	
370 E MAPLE ROAD 3 FLO BIRMINGHAM MI 48009	

Property Assessment Values					
Year	Land	Building	Land Value AG	Total	Tax
Current	\$ 1,350,220	\$ 144,310		\$ 1,494,530	
2002	\$ 1,350,220	\$ 144,310		\$ 1,494,530	\$37,822.62
2001	\$ 1,493,960	\$ 144,310		\$ 1,638,270	\$40,967.48

Save Our Home Value	Exemptions			
	Type	Wild/Vet/Dis	Homestead	Non-Exempt
				\$ 1,494,530

Sales History					Land Calculations		
Date	Type	Price	Book	Page	Price	Factor	Type
06/01	WD	\$ 1,650,000	3:745	714	3.1	435558	SF
07/98	WD*	\$ 14,285,713	28578	44			
07/96	WD		28578	43			
03/87	QC	\$ 290,000	14471	396			
06/66	W	\$ 220,000			Adj. Bldg. S.F.		629

Special Assessments					
Fire	Garbage	Light	Drainage	Improvement	Safe
	A		B		
			B		

EXHIBIT "A"

Legal Description

Tract 45, EVERGLADES LAND SALES CO. SUBDIVISION of Section 27, Township 50 South, Range 41 East, according to the Plat thereof recorded in Plat Book 2, Page 34, of the Public Records of Miami-Dade County, Florida. Said lands situate, lying and being in the Town of Davie, Broward County, Florida.
